

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NEXTENGINE VENTURES, LLC,

Plaintiff,

v.

NETWORK SOLUTIONS, LLC and
GODADDY.COM, LLC,

Defendants.

Civil Action No.:

VERIFIED COMPLAINT

ECF Case

Plaintiff, NextEngine Ventures, LLC, by and through its attorneys, Morton & Associates LLP, and as for its Complaint against Defendants Network Solutions, LLC and GoDaddy.com, LLC alleges, upon information and belief, as follows:

NATURE OF THE ACTION

1. This is an action to recover property and damages for conversion of Plaintiff's property, namely, the domain www.quentin.com. This action arises as a result of Defendants' theft of the aforesaid domain name from Plaintiff's lawful possession.

PARTIES

2. NextEngine Ventures, LLC (hereinafter "NextEngine"), is a limited liability company, duly organized and existing under the laws of the State of New York, with a principal place of business at 246 West Broadway, New York, New York 10013.
3. Network Solutions, LLC ("Network Solutions") is a Delaware limited liability company, with a principal place of business at 12808 Gran Bay Parkway West, Jacksonville, Florida 32258.

4. GoDaddy.com, LLC (“GoDaddy”) is a Delaware limited liability company, with a principal place of business at 14455 N. Hayden Road, Suite 226, Scottsdale, Arizona 85260.

JURISDICTION AND VENUE

5. This Court has jurisdiction over all causes of action asserted herein pursuant to the diversity provisions of 28 U.S.C. §1332(a)(1), because the claims exceed the sum or value of \$75,000, exclusive of interest and costs, Plaintiff is a limited liability company incorporated and existing under the laws of New York and Defendants are both Delaware limited liability companies, with Network Solutions having its principal place of business in Florida and GoDaddy having its principal place of business in Arizona.
6. Venue is proper in this District pursuant to 28 U.S.C. §1391(b)(1) and (c)(2). Defendants are doing business in New York and have committed a tort without the State having an effect within this State and county.
7. This Court has personal jurisdiction over Defendants, pursuant to CPLR §302(a)(3), because Defendants committed a tortious act without the State causing injury to Plaintiff within the State and county, and Defendants do business in the State, derive substantial revenue from services rendered in the State, derive substantial revenue from interstate commerce and should reasonably expect the act to have consequences in the State.

FACTUAL ALLEGATIONS

8. NextEngine is a private investment firm, often involved with the acquisition and re-sale of various domains, owned and managed in whole by Michael Gleissner.
9. On March 21, 2016, NextEngine purchased the domain, www.quentin.com for \$9990.00 from Claudia Quentin, with Network Solutions as the Registrar, via Escrow.com. *See* Escrow.com transaction receipt, annexed hereto as **Exhibit A**.
10. On March 21, 2016, NextEngine was the Registrant of record for the www.quentin.com domain, according to the Internet Corporation for Assigned Names and Numbers' ("ICANN") WHOIS database, with GoDaddy as the Registrar. *See* March 21, 2016 WHOIS search, annexed hereto as **Exhibit B**.
11. NextEngine remained the lawful owner of www.quentin.com and exercised full dominion and control over the domain until about May 30, 2016.
12. On or about May 30, 2016, a DomainIQ report, which provides a comprehensive analysis for any domain name, appraised the value of www.quentin.com, as \$28,000. *See* **Exhibit C**.
13. On or about May 30, 2016, Network Solutions and GoDaddy, without NextEngine's authorization or consent, nor without any notice to NextEngine whatsoever, unilaterally transferred www.quentin.com back to Claudia Quentin, with Network Solutions as the Registrar.
14. GoDaddy's "Transferring Domain Names to Another Registrar" instructions indicate that the domain must be unlocked prior to transfer. Furthermore, the instructions indicate that the domain owner must "accept or deny the transfer." *See* **Exhibit D**.

15. NextEngine never authorized GoDaddy to unlock the domain so that it may be transferred.
16. Furthermore, NextEngine never received notice, and thus had no knowledge, that the domain was unlocked without its consent, nor received an option to accept or deny the transfer.
17. The sole notification received by NextEngine from GoDaddy was an e-mail, days after the domain had already been transferred, that www.quentin.com was no longer in its account.
18. Upon information and belief, Network Solutions initiated the transfer back to itself as the Registrar and GoDaddy approved the transfer, without authorization from, nor notice to, NextEngine, the lawful domain owner.

CAUSES OF ACTION

COUNT I – COMMON LAW CONVERSION

19. Plaintiff hereby repeats each and every allegation set forth in the preceding paragraphs of this Complaint as if fully set forth herein.
20. Plaintiff had lawful ownership and rightful interest in the domain www.quentin.com as a result of its March 21, 2016 purchase of the domain for valuable consideration.
21. Defendants intentionally interfered with Plaintiff's lawful dominion and control over www.quentin.com, in absolute exclusion and derogation of Plaintiff's rights, by transferring the domain back to Claudia Quentin, and Network Solutions as the Registrar, without Plaintiff's knowledge, authorization or consent.

22. As a direct result of Defendants' conversion, Plaintiff was damaged to the extent that it was deprived of not only its lawfully owned property, www.quentin.com, but also the opportunity to re-sell said property for at least its appraised value.

COUNT II – CONSPIRACY TO COMMIT CONVERSION

23. Plaintiff hereby repeats each and every allegation set forth in the preceding paragraphs of this Complaint as if fully set forth herein.
24. Upon information and belief, Defendants entered into an agreement to commit conversion by removing the domain www.quentin.com from Plaintiff's account.
25. Upon information and belief, Defendants each committed overt acts in furtherance of the agreement to commit conversion, namely, Network Solutions initiated the transfer of www.quentin.com back to Claudia Quentin, with Network Solutions as Registrar, and GoDaddy approved the transfer of the domain out from Plaintiff's account, without Plaintiff's knowledge, authorization or consent.
26. Upon information and belief, Defendants participated in the above-referenced acts intentionally and in furtherance of their agreement to commit conversion.
27. As a direct result of Defendants' conspiracy to commit conversion, Plaintiff was damaged to the extent that it was deprived of not only its lawfully owned property, www.quentin.com, but also the opportunity to re-sell said property for at least its appraised value.

WHEREFORE, based on the foregoing, Plaintiff demands judgment against Defendants jointly, severally and alternatively as follows:

- i. An Order requiring Defendants to transfer the domain www.quentin.com back to NextEngine Ventures LLC;

- ii. Damages in the amount of \$9990.00, representing the purchase price of the domain;
- iii. Damages in the amount of \$28,000.00, representing the domain's appraised value at the time of the conversion;
- iv. Punitive damages in the amount of \$100,000.00, for the Defendants' intentional conversion, committed with a reckless disregard of Plaintiff's property rights;
- v. Attorneys' fees and the costs and disbursements of this action;
- vi. Such other and further relief that this Court deems just and proper.

JURY DEMAND

Plaintiff respectfully requests a trial by jury as to all issues.

Dated: New York, New York
July 14, 2016

Respectfully submitted,

Morton & Associates LLP



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EXHIBIT A

- You have accepted the merchandise.
- The closing statement was sent to your E-Mail account.
- Did you enjoy using Escrow.com? **Send us your feedback!**

Invoice

My Transactions

Merchandise

No.	Item Description	Quantity	Unit Price	Total Price
1	Quentin.com Domain name transfer only. No content, software, adsense or income generating accounts included.	1	\$9,999.00	\$9,999.00
			Sub-total	\$9,999.00
			Total Transaction ID: 833637 Escrow ID: 560478	\$9,999.00

[Wire Transfer Instructions](#)

Terms

Transaction #: 833637
Escrow #: 560478
Transaction Title: Quentin.com
Buyer: Michael Gleissner (petra@bigfootcorp.com)
Seller: Claudia Quentin (cquentin@post.com)
Inspection Period: 1 calendar days
Escrow Fee to be paid by: Seller
 The buyer is responsible for 100% of the escrow fee in the event the transaction is cancelled or the merchandise is returned.
Transaction fulfilled using: Domain Name Transfer
Domain name transfer managed by: Buyer and seller

History

Mar 21 2016 1:23PM PDT
 Funds disbursed. Final closing statements sent to both parties.

Mar 19 2016 6:18PM PDT
 Inspection period ended, Buyer accepts merchandise.

Mar 19 2016 6:18PM PDT
 Inspection period ended, Buyer accepts merchandise.

Mar 19 2016 6:18PM PDT
 Buyer received merchandise. Inspection period starts.

Mar 19 2016 10:25AM PDT
 Seller selected transfer type - Authorization Code

Mar 14 2016 8:05AM PDT
 Escrow.com approves payment.

Mar 11 2016 5:56AM PDT
 Both parties have accepted the offer, awaiting buyer payment.

Mar 9 2016 6:32PM PDT
 NOTE: Domain name transfer only. No content, software, adsense or income generating accounts included.

Mar 9 2016 6:32PM PDT
 Buyer initiates the transaction

EXHIBIT B

Domain Name: quentin.com
Registry Domain ID: 344120_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2016-03-19T03:43:25Z ★ MARCH 19, 2016
Creation Date: 1997-05-27T04:00:00Z
Registrar Registration Expiration Date: 2026-03-19T03:35:13Z
Registrar: GoDaddy.com, LLC ★
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited
Registry Registrant ID: Not Available From Registry
Registrant Name: NextEngine Ventures LLC ★
Registrant Organization: NextEngine Ventures, LLC ★
Registrant Street: P.O. Box 583
Registrant City: Burbank
Registrant State/Province: California
Registrant Postal Code: 91503
Registrant Country: us
Registrant Phone: +1.3105642223
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: domains@corp.bigfoot.com
Registry Admin ID: Not Available From Registry
Admin Name: NextEngine Ventures LLC
Admin Organization: NextEngine Ventures, LLC
Admin Street: P.O. Box 583
Admin City: Burbank
Admin State/Province: California
Admin Postal Code: 91503
Admin Country: us
Admin Phone: +1.3105642223
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: domains@corp.bigfoot.com
Registry Tech ID: Not Available From Registry
Tech Name: NextEngine Ventures LLC
Tech Organization: NextEngine Ventures, LLC
Tech Street: P.O. Box 583
Tech City: Burbank
Tech State/Province: California
Tech Postal Code: 91503
Tech Country: us
Tech Phone: +1.3105642223
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: domains@corp.bigfoot.com
Name Server: NS07.DOMAINCONTROL.COM
Name Server: NS08.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/

EXHIBIT C



Overview

Portfolio

Whois

Whois History

Related Domains



Comprehensive Report for quentin.com

Overview

QUENTIN.COM was registered on May 27, 1997 and is currently associated with **Quentin, Claudia**, garaujo@pampacapital.com. It is registered at **NSI**.

The registrant's email is associated with **20** other domains, and their name isn't associated with any other domains.

The domain is hosted on [209.237.151.15](#) ([cached](#)), located in United States, which hosts **2,268** other sites.

Edit

Contact Owner

Ownership Record

Tools

Help

Domain Details

Status: Registered

Website Pages: 1

Appraised Value: \$28,000

Monthly Visits: 4

Alexa Rank: 22,787,231

Aliases Used: 1

Flags: **None**
Backlinks: 0

EXHIBIT D

Help

Hello ▾

Help System Status

[Help](#) / [Domains](#)

Chat With Us

Domains Help

Search Domains



Transferring Domain Names to Another Registrar

The process for transferring a domain name registered with GoDaddy to another registrar is not hard, but it does take time. You'll complete some steps with GoDaddy and some steps with the new registrar. The total process can take up to 10 days to complete.

If you want to move a domain name from one GoDaddy account to another GoDaddy account, see [Move a domain to another GoDaddy account](#).

You're not eligible to transfer a domain for a 60-day period after the following events:

- Registering or transferring a domain name
- Updating the registrant contact's organization
- Updating the registrant contact's first or last

Related Articles

Get an authorization code to transfer my domain to another registrar



Transfer domain names to GoDaddy



Transferring Expired Domain Names



Restarting

name and an organization is not listed

You're not eligible to transfer a domain for a 10-day period after changing your domain from one GoDaddy account to another via the [Account Change Process](#).

For more information, see ICANN's [Inter-Registrar Transfer Policy](#) and our [Domain Name Change of Registrant Agreement](#).

To Transfer Domain Names to Another Registrar

Complete the following steps with GoDaddy

1. **Verify contact information:** Verify that the administrator's contact information for the domain is correct (or registrant's email for .au domains). All emails regarding the transfer will go to the administrator's email (or registrant's email for .au domains). To review and edit your contact information, see [Change contact information](#).
2. [Unlock your domain](#)
3. **Cancel Protected or Private registration:** If the domain has Protected Registration or Private Registration, you'll need to cancel it. For more information, see [Cancel Protected Registration](#) or [Cancel Private Registration](#).

Complete the following steps with

Domain
Transfers to
Us



Domain
Name
Transfer FAQ



About .xxx
Domain
Names



Update
Contact
Information
for Domains
with Privacy



your new registrar

1. **Get an authorization code:** Check with your new registrar to see if you need an authorization code (EPP code). If you need one, see [Get an authorization code to transfer my domain to another registrar](#).

Many country-code top-level domain names (ccTLDs) don't require an authorization code. However, there are a few exceptions where you'll need to [contact customer support](#) to get an authorization code. For more information, see [Authorization codes to transfer ccTLDs](#)

For .uk domain transfers, please [contact customer support](#) and have the IPS tag of the new registrar (get this from your new registrar) ready when you call.

2. **Initiate the transfer:** At the new registrar, initiate the transfer and provide the authorization code, if needed. This is different for each registrar, so you may need to consult the other registrar's help or support for specific instructions.

Check the domain's administrator's email

1. **Accept or deny the transfer:** GoDaddy will email you instructions to complete the transfer. If you do not accept or deny the transfer request within five days, GoDaddy will automatically accept the transfer for you. For more information, see [Accepting or Declining a](#)

[Transfer to Another Registrar.](#)

2. **Receive confirmation:** GoDaddy will email you confirmation when the transfer is complete.

Was This Article Helpful?

Yes

No



Still Need Help?

Contact our award-winning support team

Contact Us

ATTORNEY'S VERIFICATION

ROMAN A. POPOV, an attorney admitted to practice in the courts of New York State and the Southern District of New York, hereby affirms, under penalty of perjury that: I am the attorney for Plaintiff in the within action; I have read the foregoing Complaint and know the contents thereof and the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true based upon documents in the file and investigation. The reason this verification is made by me and not by any of Plaintiff's officers or duly authorized representatives is because all of Plaintiff's officers and duly authorized representatives reside in counties other than the one in which I maintain my office.

Dated: New York, New York
July 14, 2016

A handwritten signature in cursive script, appearing to read 'Roman A. Popov', written in black ink.

Roman A. Popov, Esq.